

Commonwealth of Massachusetts

BRISTOL, ss.

TRIAL COURT OF THE COMMONWEALTH  
SUPERIOR COURT DEPARTMENT  
CIVIL DOCKET NO. \_\_\_\_\_

\_\_\_\_\_, PLAINTIFF(S),

v.


\_\_\_\_\_, DEFENDANT(S)

SUMMONS

THIS SUMMONS IS DIRECTED TO \_\_\_\_\_. (Defendant's name)

**You are being sued.** The Plaintiff(s) named above has started a lawsuit against you. A copy of the Plaintiff's Complaint filed against you is attached to this summons and the original complaint has been filed in the \_\_\_\_\_ Court.  
**YOU MUST ACT PROMPTLY TO PROTECT YOUR RIGHTS.**

1. **You must respond to this lawsuit in writing within 20 days.** If you do not respond, the court may decide the case against you and award the Plaintiff everything asked for in the complaint. You will also lose the opportunity to tell your side of the story. You must respond to this lawsuit in writing even if you expect to resolve this matter with the Plaintiff. **If you need more time to respond, you may request an extension of time in writing from the Court.**
2. **How to Respond.** To respond to this lawsuit, you must file a written response with the court **and** mail a copy to Plaintiff's Attorney (or the Plaintiff, if unrepresented). You can do this by:
  - a. Filing your **signed original** response with the Clerk's Office for Civil Business, \_\_\_\_\_ Court, \_\_\_\_\_ (address), by mail or in person, **AND**
  - b. Delivering or mailing a **copy** of your response to the Plaintiff's Attorney/Plaintiff at the following address: \_\_\_\_\_
3. **What to include in your response.** An "**Answer**" is one type of response to a Complaint. Your Answer must state whether you agree or disagree with the fact(s) alleged in each paragraph of the Complaint. Some defenses, called affirmative defenses, must be stated in your Answer or you may lose your right to use them in court. If you have any claims against the Plaintiff (referred to as **counterclaims**) that are based on the same facts or transaction described in the Complaint, then you must include those claims in your Answer. Otherwise, you may lose your right to sue the Plaintiff about anything related to this lawsuit. If you want to have your case heard by a jury, you must **specifically** request a jury trial in your Answer or in a written demand for a jury trial that you must send to the other side and file with the court no more than 10 days after sending your Answer. You can also respond to a Complaint by filing a "**Motion to Dismiss**," if you believe that the complaint is legally invalid or legally insufficient. A Motion to Dismiss must be based on one of the legal deficiencies or reasons listed under **Mass. R. Civ. P. 12**. If you are filing a Motion to Dismiss, you must also comply with the filing procedures for "Civil Motions" described in the rules of the Court in which the complaint was filed, available at [www.mass.gov/courts/case-legal-res/rulesofcourt](http://www.mass.gov/courts/case-legal-res/rulesofcourt).

<b>CIVIL TRACKING ORDER</b> (STANDING ORDER 1- 88)	DOCKET NUMBER <b>1973CV01162</b>	<b>Trial Court of Massachusetts</b> <b>The Superior Court</b> 
CASE NAME: Woods, Scott et al vs. Tesla		Marc J. Santos, Clerk of Court Bristol County
TO: Tesla 3500 Dear Creek Road Palo Alto, CA 94301		COURT NAME & ADDRESS Bristol County Superior Court - Taunton 9 Court Street, Rm 13 Taunton, MA 02780

**TRACKING ORDER - F - Fast Track**

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

**STAGES OF LITIGATION****DEADLINE**

	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		03/10/2020	
Response to the complaint filed (also see MRCP 12)		04/09/2020	
All motions under MRCP 12, 19, and 20	04/09/2020	05/11/2020	06/08/2020
All motions under MRCP 15	04/09/2020	05/11/2020	06/08/2020
All discovery requests and depositions served and non-expert depositions completed	10/06/2020		
All motions under MRCP 56	11/05/2020	12/07/2020	
Final pre-trial conference held and/or firm trial date set			04/05/2021
Case shall be resolved and judgment shall issue by			12/10/2021

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to

DATE ISSUED <b>12/11/2019</b>	ASSISTANT CLERK <b>Garrett Fregault</b>	PHONE
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ROBERT M. SILVERMAN  
CRAIG THOR KIMMEL

Member, PA Bar  
Member, NJ Bar  
Member, DE Bar  
Member, NY Bar  
Member, MA Bar  
Member, MD Bar  
Member, OH Bar  
Member, NH Bar  
Member, CT Bar  
Member, TN Bar  
Member, WV Bar  
Member, DC Bar  
Member, CA Bar  
Member, WI Bar  
Member, IL Bar  
Member, AZ Bar  
Member, TX Bar  
Member, WY Bar



## KIMMEL & SILVERMAN

P.C.

1-800-LEMON LAW

[www.lemonlaw.com](http://www.lemonlaw.com)

### CORPORATE HEADQUARTERS

30 E. Butler Pike  
Ambler, PA 19002  
P (215) 540-8888  
F (215) 540-8817

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

NEW YORK OFFICE, 1001 Avenue of the Americas, 11th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689

CALIFORNIA OFFICE, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817

OHIO OFFICE, 4031 Colonel Glenn Highway, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817

BUCKS COUNTY OFFICE, Box 400, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669, F (215) 540-8817

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT  
ROBERT A. RAPKIN  
ANGELA K. TROCCOLI  
AMY L. BENNECOFF GINSBURG  
W. CHRISTOPHER COMPONONO  
JASON L. GRESHES  
CHAD P. DOMAN  
JOSEPH C. HOFFEL  
STEPHEN D. SILVERMAN  
JACOB U. GINSBURG  
SHAWN BACHMAN

December 10, 2019

Bristol County Superior Court  
9 Court Street  
Taunton, MA 02780

**Re: Scott Woods V. Tesla**

Dear Sir/Madam:

Enclosed herewith please find the following documents for filing:


1. Civil Action Cover Sheet
2. Complaint
3. Filing Fee

Should you have any questions relative to this letter and/or its enclosure, please do not hesitate to contact me directly at 215-540-8888.

Very truly yours,

Jacqueline C. Herritt, Esq.

JCH/pb  
Enclosure

<b>CIVIL ACTION COVER SHEET</b>		DOCKET NUMBER <u>1973CV011150</u>	Trial Court of Massachusetts The Superior Court	
PLAINTIFF(S): <u>Scott Woods</u>		COUNTY <u>Bristol</u>		
ADDRESS: <u>77 Briget Way</u> <u>Attleboro, MA 02703</u>		DEFENDANT(S): <u>Tesla</u>		
ATTORNEY: <u>Jacqueline C. Herritt</u>		ADDRESS: <u>RECEIVED</u> <u>DEC 11 2019</u> <u>BRISTOL SUPERIOR COURT</u>		
ADDRESS: <u>30 East Butler Pike</u> <u>Ambler, PA 19002</u>		BBO: <u>625081</u>		

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
A02	Contracts	F	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

\*If "Other" please describe:

Is there a claim under G.L. c. 93A? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Is this a class action under Mass. R. Civ. P. 23? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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**STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A**

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

**TORT CLAIMS**  
(attach additional sheets as necessary)

A. Documented medical expenses to date:

1. Total hospital expenses .....	\$ .....
2. Total doctor expenses .....	\$ .....
3. Total chiropractic expenses .....	\$ .....
4. Total physical therapy expenses .....	\$ .....
5. Total other expenses (describe below) .....	\$ .....
<b>Subtotal (A):</b>	\$ .....

B. Documented lost wages and compensation to date .....

C. Documented property damages to date .....

D. Reasonably anticipated future medical and hospital expenses .....

E. Reasonably anticipated lost wages .....

F. Other documented items of damages (describe below) .....

G. Briefly describe plaintiff's injury, including the nature and extent of injury:

TOTAL (A-F): \$ .....

**CONTRACT CLAIMS**  
(attach additional sheets as necessary)

☐ This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).  
Provide a detailed description of claim(s):

TOTAL: \$ .....

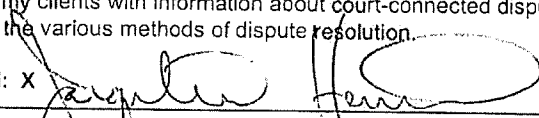
Signature of Attorney/ Unrepresented Plaintiff: X Date: \_\_\_\_\_

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.

**CERTIFICATION PURSUANT TO SJC RULE 1:18**

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney of Record: X  Date: 12/10/19

## CIVIL ACTION COVER SHEET INSTRUCTIONS

### SELECT CATEGORY THAT BEST DESCRIBES YOUR CASE

**AC Actions Involving the State/Municipality \***

- AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)  
 AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)  
 AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)  
 AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)  
 AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)

**CN Contract/Business Cases**

- A01 Services, Labor, and Materials (F)  
 A02 Goods Sold and Delivered (F)  
 A03 Commercial Paper (F)  
 A04 Employment Contract (F)  
 A05 Consumer Revolving Credit - M.R.C.P. § 1 (F)  
 A06 Insurance Contract (F)  
 A08 Sale or Lease of Real Estate (F)  
 A12 Construction Dispute (A)  
 A14 Interpleader (F)  
 BA1 Governance, Conduct, Internal Affairs of Entities (A)  
 BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)  
 BB1 Shareholder Derivative (A)  
 BB2 Securities Transactions (A)  
 BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)  
 BD1 Intellectual Property (A)  
 BD2 Proprietary Information or Trade Secrets (A)  
 BG1 Financial Institutions/Funds (A)  
 BH1 Violation of Antitrust or Trade Regulation Laws (A)  
 A99 Other Contract/Business Action - Specify (F)

\* Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).

† Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).

**ER Equitable Remedies**

- D01 Specific Performance of a Contract (A)  
 D02 Reach and Apply (F)  
 D03 Injunction (F)  
 D04 Reform/ Cancel Instrument (F)  
 D05 Equitable Replevin (F)  
 D06 Contribution or Indemnification (F)  
 D07 Imposition of a Trust (A)  
 D08 Minority Shareholder's Suit (A)  
 D09 Interference in Contractual Relationship (F)  
 D10 Accounting (A)  
 D11 Enforcement of Restrictive Covenant (F)  
 D12 Dissolution of a Partnership (F)  
 D13 Declaratory Judgment, G.L. c. 231A (A)  
 D14 Dissolution of a Corporation (F)  
 D99 Other Equity Action (F)

**PA Civil Actions Involving Incarcerated Party †**

- PA1 Contract Action involving an Incarcerated Party (A)  
 PB1 Tortious Action involving an Incarcerated Party (A)  
 PC1 Real Property Action involving an Incarcerated Party (F)  
 PD1 Equity Action involving an Incarcerated Party (F)  
 PE1 Administrative Action involving an Incarcerated Party (F)

**TR Torts**

- B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)  
 B04 Other Negligence - Personal Injury/Property Damage (F)  
 B05 Products Liability (A)  
 B06 Malpractice - Medical (A)  
 B07 Malpractice - Other (A)  
 B08 Wrongful Death - Non-medical (A)  
 B15 Defamation (A)  
 B19 Asbestos (A)  
 B20 Personal Injury - Slip & Fall (F)  
 B21 Environmental (F)  
 B22 Employment Discrimination (F)  
 BE1 Fraud, Business Torts, etc. (A)  
 B99 Other Tortious Action (F)

**RP Summary Process (Real Property)**

- S01 Summary Process - Residential (X)  
 S02 Summary Process - Commercial/ Non-residential (F)

**RP Real Property**

- C01 Land Taking (F)  
 C02 Zoning Appeal, G.L. c. 40A (F)  
 C03 Dispute Concerning Title (F)  
 C04 Foreclosure of a Mortgage (X)  
 C05 Condominium Lien & Charges (X)  
 C99 Other Real Property Action (F)

**MC Miscellaneous Civil Actions**

- E18 Foreign Discovery Proceeding (X)  
 E97 Prisoner Habeas Corpus (X)  
 E22 Lottery Assignment, G.L. c. 10, § 28 (X)

**AB Abuse/Harassment Prevention**

- E15 Abuse Prevention Petition, G.L. c. 209A (X)  
 E21 Protection from Harassment, G.L. c. 258E(X)

**AA Administrative Civil Actions**

- E02 Appeal from Administrative Agency, G.L. c. 30A (X)  
 E03 Certiorari Action, G.L. c. 249, § 4 (X)  
 E05 Confirmation of Arbitration Awards (X)  
 E06 Mass Antitrust Act, G.L. c. 93, § 9 (A)  
 E07 Mass Antitrust Act, G.L. c. 93, § 8 (X)  
 E08 Appointment of a Receiver (X)  
 E09 Construction Surety Bond, G.L. c. 149, §§ 29, 29A (A)  
 E10 Summary Process Appeal (X)  
 E11 Worker's Compensation (X)  
 E16 Auto Surcharge Appeal (X)  
 E17 Civil Rights Act, G.L. c. 12, § 11H (A)  
 E24 Appeal from District Court Commitment, G.L. c. 123, § 9(b) (X)  
 E25 Pleural Registry (Asbestos cases) (X)  
 E94 Forfeiture, G.L. c. 265, § 56 (X)  
 E95 Forfeiture, G.L. c. 94C, § 47 (F)  
 E99 Other Administrative Action (X)  
 Z01 Medical Malpractice - Tribunal only, G.L. c. 231, § 60B (F)  
 Z02 Appeal Bond Denial (X)

**SO Sex Offender Review**

- E12 SDP Commitment, G.L. c. 123A, § 12 (X)  
 E14 SDP Petition, G.L. c. 123A, § 9(b) (X)

**RC Restricted Civil Actions**

- E19 Sex Offender Registry, G.L. c. 6, § 178M (X)  
 E27 Minor Seeking Consent, G.L. c. 112, § 12S(X)

**TRANSFER YOUR SELECTION TO THE FACE SHEET****EXAMPLE:**

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	<u>F</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

**STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A**

**DUTY OF THE PLAINTIFF** - The plaintiff shall set forth, on the face of the civil action cover sheet (or attach additional sheets as necessary), a statement specifying the facts on which the plaintiff relies to determine money damages. A copy of such civil action cover sheet, including the statement as to the damages, shall be served with the complaint. A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.

**DUTY OF THE DEFENDANT** - If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with his/her answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL COVER SHEET MUST BE FILED WITH EACH COMPLAINT.  
 FAILURE TO COMPLETE THIS COVER SHEET THOROUGHLY AND ACCURATELY  
 MAY RESULT IN DISMISSAL OF THIS ACTION.**

COMMONWEALTH OF MASSACHUSETTS

BRISTOL

SUPERIOR COURT

CIVIL ACTION # 1973CV01162C

\_\_\_\_\_  
Scott Woods and  
Shihyun Woods  
Plaintiff,

v.

Tesla

\_\_\_\_\_  
Defendant.

Dec 11, 2019  
OR (1/27/20)

COMPLAINT

PARTIES

1. Plaintiffs, Scott Woods and Shihyun Woods, are adult individual citizens and legal residents of Attleboro, MA 02703, in Bristol County.

2. Defendant Tesla ("Tesla") is a corporation with a principal place of business in 3500 Dear Creek Road Palo Alto, CA. Tesla is the manufacturer of Tesla brand vehicles, and also provides maintenance and repair services to those vehicles through its many authorized dealerships and agents located throughout the United States, including the Commonwealth of Massachusetts.

JURISDICTION

3. This Court has jurisdiction over Tesla pursuant to M.G.L. ch. 223A § 3(a).
4. Tesla operates retail motor vehicle stores and service facilities in the Commonwealth of Massachusetts, and therefore venue is proper.
5. Further, Tesla has voluntarily appeared in Massachusetts, and has affirmatively solicited business from Massachusetts consumers, in addition to directly conducting business with Massachusetts citizens.

6. Venue is also proper because a substantial part of the events giving rise to this action occurred within Massachusetts.

### FACTS

7. On or about June 19, 2018 Plaintiff's purchased a new 2017 Tesla Model S from Tesla, bearing the Vehicle Identification Number 5YJSA1E2XHF204291 (the "Vehicle").

8. The Vehicle was manufactured by Defendant Tesla and is now registered in the Commonwealth of Massachusetts.

9. Tesla Motors Massachusetts, Inc. is a Massachusetts corporation with a principal place of business at 1245 Worcester Street, Natick, MA 01760. Tesla sells Tesla brand vehicles to the general public, and is an authorized agent of Tesla in the Commonwealth of Massachusetts.

10. The contract price of the Vehicle, including registration charges, document fees, and sales tax, but excluding certain other finance and collateral charges not specified, totaled more than \$114,250.00. A true and correct copy of the sales contract, odometer disclosure statement, and registration is attached hereto, made a part hereof, and marked Exhibit "A."

11. In consideration for the purchase of the Vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations and undertakings with respect to the reliability and workmanship of the Vehicle, and the remedial action that Defendant would undertake in the event that the Vehicle failed to meet the promised specifications.

12. The above-referenced warranties, guarantees, affirmations and undertakings were part of the basis of the bargain between Defendant and Plaintiffs.

13. The bargain between the parties included an express 4 year/50,000 mile basic warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

14. However, as a result of Defendant's ineffective repair attempts, the Vehicle has been impaired and is unable to be operated for all of its intended utilities.

15. Plaintiffs may have resorted to Defendant's informal dispute settlement procedure.

16. However, Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

17. Within the warranty period, Plaintiffs complained to Defendant, either directly or through its agents, on at least three occasions, about defects or non-conformities in the Vehicle, including but not limited to: doors; rear seats; key fob; head lights; turn signals; column control module and inoperable blue tooth . True and correct copies of all invoices in Plaintiff's possession are attached hereto, made a part hereof, and marked Exhibit "B."

18. Plaintiffs aver that the Vehicle has been subject to additional repair attempts for defects and conditions that Defendant's warranty dealer failed to document.

19. Plaintiffs aver that Defendant's warranty dealer failed to provide to Plaintiff with all warranty repair receipts that were generated, or should have been generated, in conjunction with repairs or repair attempts on the Vehicle.

20. Plaintiffs aver that Defendant's warranty dealer did not provide to Plaintiff, or otherwise maintain, technicians' notes of diagnostic procedures and repairs, in addition to Technical Service Bulletins issued by Defendant relative to the Vehicle's make and model.

21. On or about November 5, 2019, Plaintiff and/or Plaintiff's counsel informed Defendant that Plaintiff's no longer wished to keep the Vehicle, and demanded that a substitution of collateral or repurchase of the Vehicle occur, in accordance with the Massachusetts New Car Lemon Law.



**Count I**  
**Violation of M.G.L. ch. 90 § 7N½**

22. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

23. Defendant, through its authorized repair agent(s), made three or more repair attempts to address the same general defect in the Vehicle without success.

24. Defendant through its authorized repair agent(s) kept the Vehicle out of service for repair for 15 business days or more during the first year or 15,000 miles.

25. Defendant failed to provide Plaintiff with accurate warranty receipts of each and every repair attempted on the Vehicle.

26. Plaintiff noticed Defendant the intention to return the Vehicle for a repurchase or replacement.

27. Defendant sold Plaintiff a defective vehicle that has never met the original purpose of "dependable, reliable and safe transportation," and has hindered Plaintiff with consistent malfunctions and impairments of use.

28. Due to Defendant's violation(s) of M.G.L. ch. 90 § 7N½, Plaintiff has incurred damage.

**Count II**  
**Violation of the Magnuson Moss Warranty Improvement Act**

29. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

30. Plaintiff is a 'consumer' as defined by 15 U.S.C. §2301(3).

31. Defendant is a 'supplier', 'warrantor', and 'service contractor' as defined by 15 U.S.C. § 2301 (4), (5) and (8).

32. The Vehicle is a 'consumer product' as defined by 15 U.S.C. § 2301(1).

33. The Magnuson Moss Warranty Improvement Act (the “Act”) binds Defendant to all warranties implied by state law, in addition to those provided for in private transaction. Said warranties are imposed on all transactions in the state in which a vehicle is delivered.

34. Plaintiff avers that the provisions of the Act implicate and enhance all rights and remedies available under the Massachusetts UCC, as codified at M.G.L. ch. 106.

35. A violation of the Massachusetts UCC within a consumer transaction also constitutes a violation of the Act, and entitles a prevailing consumer under 15 U.S.C. § 2310(d)(2) to damages and attorney fees.

36. By the terms of the Defendant’s oral and written warranties, affirmations, promises, and/or service contracts regarding the Vehicle, Defendant agreed to provide Plaintiff with a reliable vehicle and to perform effective repairs on the Vehicle at no charge to Plaintiff.

37. Defendant failed to honor the express and implied warranties owed to Plaintiff, either under its own warranties or those constructed by Massachusetts law, and thereby violated the Magnuson Moss Warranty Improvement Act.

38. As a direct and proximate result of Defendant’s failure to comply with the implied and express warranties that accompanied Plaintiff’s purchase of the Vehicle, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

39. Due to Defendant’s violation of the Act, Defendant must reimburse Plaintiff for the reasonably incurred attorney’s fees in accordance with the provisions of the Magnuson Moss Warranty Improvement Act.

Count III  
Violation of M.G.L. ch. 93A

40. Plaintiff restates and reavers each and every allegation contained above, as if fully stated herein.

41. Tesla is engaged in 'trade or commerce' within the meaning of M.G.L. ch. 93A.

42. Scott and Shihyun Woods are persons within the meaning of M.G.L. ch. 93A § 1.

43. In accordance with the provisions contained in M.G.L. ch. 93A § 9(3), Plaintiff served upon Tesla a written demand for relief over thirty days prior to the filing of this action. A copy of the written demand is attached hereto, made a part hereof and marked as Exhibit "C." Proof of receipt is attached hereto, made a part hereof and marked as Exhibit "D."

44. More than thirty days have expired since Tesla's receipt of Plaintiff's Chapter 93A demand letter, and no reasonable offer of settlement has been received from Tesla.

45. The conduct of Tesla, as alleged herein, constitutes willful and knowing violations of M.G.L. ch. 93A § 2, and as a result thereof, Plaintiff has been permanently and irreparably harmed.

JURY DEMAND

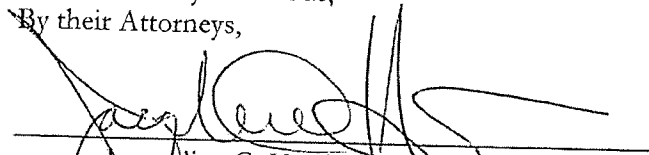
Plaintiff demands a jury by trial on all claims so triable.

WHEREFORE, Plaintiff prays for the following relief:

1. Judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs;
2. For treble damages and attorneys fees and costs against Defendant, as permitted under M.G.L. ch. 93A § 9; and

3. For such other and further relief as the Court deems just and proper.

Respectfully Submitted,  
Scott and Shihyun Woods,  
By their Attorneys,



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Jacqueline C. Herritt, Esq. BBO #625081  
Kimmel & Silverman, P.C.  
30 East Butler Pike  
Ambler, PA 19002  
215-540-8888

Dated: December 5, 2019



## Pro-Forma Motor Vehicle Purchase Agreement Estimated Price Sheet

<b>DATE OF AGREEMENT:</b>	June 19, 2018
<b>BUYER'S AND CO-BUYER'S NAME AND ADDRESS:</b>	<b>SELLER'S NAME AND ADDRESS:</b>
77 Bridget Way, Attleboro, MA 02703	Tesla Motors Massachusetts, Inc. 1245 Worcester St, Suite 1164 Natick, MA 01760
<b>VEHICLE TO BE DELIVERED ON OR ABOUT:</b>	06/14/2018

DESCRIPTION OF PROPERTY						
New/Used New - Previous service/demo vehicle	Year 2017	Make TESLA	Model Model S 100D	Style SEDAN	Vehicle Identification Number 5YJSA1E2XHF204291	ODO Mileage 008828

PURCHASE PRICE		
<b>1. Total Cash Price</b>		
A. Cash price of motor vehicle, options, accessories and fees. (See attached Vehicle Configuration for itemization.)	\$ 114,250.00	(A)
B. Less Tesla Vehicle Trade-In (see Trade-in Annex)	\$ 40,300.00	(B)
C. Other: Price Adjustment	\$ -17,816.00	(C)
D. Other: Referral Credit	\$ 0.00	(D)
E. Subtotal of Taxable Items (A through D)	\$ 56,134.00	(E)
F. Sales Tax*	\$ 3,508.38	(F)
G. Lien Balance due on Trade-in	\$ 49,176.61	(G)
Total Cash Price (E through G)		\$ 108,818.99 (1)
<b>2. Amounts Paid to Government Agencies*</b>		
A. Vehicle License Fees	\$ 0.00	(A)
B. Registration	\$ 25.00	(B)
C. Other: Title Fee	\$ 75.00	(C)
D. Other:	\$ 0.00	(D)
Total Government Fees (A through D)*		\$ 100.00 (2)
<b>3. Subtotal (1 through 2)</b>		\$ 108,918.99 (3)
<b>4. Total Credits</b>		
A. Order Payment	\$ 2,500.00	(A)
B. Other: Wells Fargo Dealer Services	\$ 86,891.00	(B)
C. Order Modification Fee Credit	\$ 0.00	(C)
Total Credits (A through C)*		\$ 89,391.00 (4)
<b>5. Amount Due from Buyer (3 through 4)</b>		\$ 19,527.99 (5)

\*Seller may retain or receive part of the amounts paid to others.

Auto Broker Fee: This transaction is not subject to a fee received by an auto broker from Seller unless this box is checked:  
☐ If checked, name of auto broker receiving fee: n/a

+ This document is provided for your convenience. Amounts included in this sheet are subject to change. These estimated amounts will be recalculated and finalized at the time of delivery.

ALL-STATE LEGAL  
PLAINTIFF'S  
EXHIBIT  
**A**



## Pro-Forma Motor Vehicle Purchase Agreement

Customer	Description	Total in USD
Scott Owen Woods	Model S 100D	\$97,500.00
Shihyun Woods	Dual Motor All Wheel Drive	-
77 Bridget Way	Pearl White Multi-Coat Paint	\$1,500.00
Attleboro, MA 02703	Glass Roof	-
	19" Silver Wheels	-
	Tan Interior	\$3,300.00
	Tan Tesla Premium Seats	-
	Carbon Fiber Décor	\$250.00
	Light Headliner	-
	Enhanced Autopilot	\$5,000.00
	72 amp Charger Upgrade	-
	Smart Air Suspension	-
	Premium Interior Package	\$3,500.00
	Subzero Weather Package	\$1,000.00
	<b>Subtotal</b>	<b>\$112,050.00</b>
	Destination Fee	\$1,125.00
	Documentation Fee	\$75.00
	Order Modification Fee	\$0.00
	Transportation Fee	\$1,000.00
	<b>Total</b>	<b>\$114,250.00</b>
		\$0.00

VIN 5YJSA1E2XHF204291  
 Reservation RN4178610  
 Deposit paid \$2,500.00  
 Accepted by 5/26/2018 1:21:30 AM  
 Customer on

Price indicated does not include taxes and governmental fees, which will be calculated as your delivery date nears. You will be responsible for these additional taxes and fees. See price sheet for estimated amounts.

**LAW 553-MA-ARB-eps 10/14****RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE  
(WITH ARBITRATION PROVISION)**

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

<b>Buyer Name and Address</b> (Including County and Zip Code) Scott Owen Woods 77 Bridget Way Attleboro, MA, 02703 Bristol County	<b>Co-Buyer Name and Address</b> (Including County and Zip Code) Shihyun Woods 77 Bridget Way Attleboro, MA, 02703 Bristol County	<b>Seller-Creditor (Name and Address)</b> Tesla Motors MA, Inc. 840 Providence Highway Dedham, MA 02026
--	--	--

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
DEMO	2017	Tesla Model S	5YJSA1E2XHF204291	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> _____

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
1.49 %	\$ 4,497.04	\$ 96,434.00	\$ 100,931.04	\$ 3,608.38 is \$ 104,539.42

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**Your Payment Schedule Will Be:**

Number of Payments	Amount of Payments	When Payments Are Due
72	\$1,401.82	Monthly beginning 8/9/2018
N/A	N/A	N/A

Or As Follows:

N/A

**Late Charge.** If payment is not received in full within 15 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. The charge will not exceed \$5 if you bought the vehicle primarily for personal, family, or household use.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the Insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

**Returned Check Charge:** You agree to pay a charge of \$ 10 if any check you give to us is dishonored.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Co-Buyer Signs X \_\_\_\_\_

Buyer Signs X \_\_\_\_\_

Co-Buyer Signs X \_\_\_\_\_

## ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 3,508.38 sales tax) \$ 99,942.38 (1)

2 Total Downpayment =

Trade-in	2015	Teala	Model S
(Year)	(Make)	(Model)	
Gross Trade-In Allowance			\$ <u>40,300.00</u>
Less Pay Off Made By Seller			\$ <u>49,176.61</u>
Equals Net Trade In			\$ <u>-8,876.61</u>
+ Cash			\$ <u>12,484.99</u>
+ Other		N/A	\$ <u>N/A</u>

(If total downpayment is negative, enter "0" and see 4f below)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 3,608.38 (2)

4 Other Charges Including Amounts Paid to Others on Your Behalf \$ 96,334.00 (3)

(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance

Paid to Insurance Company or Companies.

Life	\$	N/A
Accident and Health	\$	N/A
Involuntary Unemployment Insurance	\$	N/A

B Vendor's Single Interest Insurance

Paid to Insurance Company \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Optional Gap Contract \$ N/A

E Official Fees Paid to Government Agencies:

To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A

F Government Taxes Not Included in Cash Price \$ N/A

G Government License and/or Registration Fees

Registration Fees \$ 100.00

H Government Certificate of Title Fees \$ N/A

I Other Charges (Seller must identify who is paid and describe purpose)

To	N/A	for	Prior Credit or Lease Balance	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A
To	N/A	for	N/A	\$	N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 100.00 (4)

5 Amount Financed (3 + 4) \$ 96,434.00 (5)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before \_\_\_\_\_ N/A \_\_\_\_\_, Year \_\_\_\_\_ N/A. SELLER'S INITIALS \_\_\_\_\_

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term \_\_\_\_\_ N/A \_\_\_\_\_ Mos. \_\_\_\_\_ N/A \_\_\_\_\_ Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract.

Buyer Signs X \_\_\_\_\_ N/A \_\_\_\_\_

## NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X \_\_\_\_\_

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest is required is checked on page 1 of this contract.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

## Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Accident and Health: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Involuntary Unemployment Insurance: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ \_\_\_\_\_ N/A

Credit Accident and Health \$ \_\_\_\_\_ N/A

Credit Involuntary Unemployment Insurance \$ \_\_\_\_\_ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

\_\_\_\_\_ N/A

Credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance are not required to obtain credit. Your decision to buy or not to buy credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit accident and health insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance, credit accident and health insurance, and credit involuntary unemployment insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

**YOU CANNOT BE DENIED CREDIT SIMPLY BECAUSE YOU CHOOSE NOT TO BUY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT ACCIDENT AND HEALTH INSURANCE AND CREDIT INVOLUNTARY UNEMPLOYMENT INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT. INSURANCE WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL CHARGE.**

## Other Optional Insurance

☐ \_\_\_\_\_ N/A \_\_\_\_\_ N/A  
 Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ \_\_\_\_\_ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

\_\_\_\_\_ N/A

☐ \_\_\_\_\_ N/A \_\_\_\_\_ N/A  
 Type of Insurance \_\_\_\_\_ Term \_\_\_\_\_

Premium \$ \_\_\_\_\_ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

\_\_\_\_\_ N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not to buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X \_\_\_\_\_ N/A \_\_\_\_\_ N/A  
 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_ N/A \_\_\_\_\_ N/A  
 Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.**



**OTHER IMPORTANT AGREEMENTS****1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

**2. YOUR OTHER PROMISES TO US**

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you.
 This includes any refunds of premiums or charges from the contracts.  
 This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest.

If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the highest rate the law permits.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.  
If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default) and the default is material, we may demand that you pay all you owe at once after we give you any notice and opportunity to cure the default the law requires. Default means:
  - You pay any payment more than 15 days late or not at all; or
  - You start a proceeding in bankruptcy or one is started against you or your property; you give false, incomplete, or misleading information on a credit application; or you break any agreements in this contract; except that if you bought the vehicle primarily for personal, family or household purposes, we will only treat these events as defaults if they substantially impair the value of the collateral.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's reasonable fee and court costs, as the law allows.
- d. **We may take the vehicle from you.** If you default and the default is material, we may take (repossess) the vehicle from you after we give you any notice and opportunity to cure the default the law requires. We may only take the vehicle if we do so peacefully and the law allows it. If the vehicle is purchased primarily for personal, family, or household use, we may not enter property you own or rent to take the vehicle unless you consent at that time or a court decides we may repossess the vehicle. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

Buyer Signs X

Co-Buyer Signs X

- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it as the law allows. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If the money from the sale is not enough to pay the amount you owe, you must pay the rest to us, unless both of the following things are true: (i) you bought the vehicle primarily for personal, family or household use; and (ii) the balance you owed on this contract was \$2,000 or less at the time you defaulted or surrendered the vehicle. If both of these things are true, you will not owe the rest. If either of these things is not true you will owe us the rest as the law allows. If you owe the rest and do not pay it when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to

obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

#### 4. WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

#### 5. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

#### 6. APPLICABLE LAW

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X [Signature] Co-Buyer Signs X [Signature] If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others. See the rest of this contract for other important agreements.

**NOTICE TO THE BUYER:** 1. Do not sign this contract if any of the spaces intended for the agreed terms to the extent of then available information are left blank. 2. You are entitled to an exact copy of the contract you signed. 3. Under the law, you have the following rights, among others: -- (a) to pay off in advance the full amount due and to obtain a partial refund of the finance charge; (b) to redeem the property if repossessed for a default; (c) to require, under certain conditions, a resale of the property if repossessed.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision on page 5, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X [Signature] Date 06/25/2018 Co-Buyer Signs X [Signature] Date 06/25/2018

Co-Buyers and Other Owners -- A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Address N/A

Seller signs [Signature] Date 06/25/2018 By X [Signature] Title DR

Seller assigns its interest in this contract to Wells Fargo Dealer Services (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

☒ Assigned without recourse

☐ Assigned with limited recourse

Seller Tesla Motors MA, Inc. By X [Signature] Title DR

Buyer Signs X [Signature] Co-Buyer Signs X [Signature] LAW 553-MA-ARB-eps 10/14 v1 Page 4 of 5

**ARBITRATION PROVISION****PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 ([www.adr.org](http://www.adr.org)), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

Buyer Signs X

Co-Buyer Signs X

**LAW**

FORM NO. 553-MA-ARB-eps (REV 10/14) U.S. PATENT NO. 0460792  
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 FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

**TESLA MOTORS**

840 Providence Hwy,  
Dedham, MA 02026  
Ph: 781-471-3001  
Fax:

**Invoice****SERVICE DEPARTMENT HOURS**

Invoice Date

17-Aug-2018

Date/Time Received

17-Aug-2018 3:59 p.m.

Odometer In

11942 Miles

Ready Date

22-Aug-2018

Service Advisor

Wade Wallace

Reference Number

RONC9938018555

Case/Invoice

Odometer Out

11943 Miles

**Bill To**

Scott Woods  
77 Bridget Way,  
Attleboro, MA 02703

Mobile Phone

Additional Phone

Vehicle Identification Number

5YJSA1E2XHF204291

Year

2017

Model

Model S

License Plate

Color

Pearl White Multi-Coat Paint

**Job Number****Description Of Work****Amount (USD)**

Concern: Customer states rear right door difficult to open.

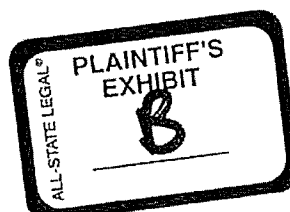
Corrections: Adjustment General Diagnosis

Technician adjusted the right rear door handle. Verified proper operation at this time.

**1**

Pay Type: Goodwill - Sales/Delivery

0.00



Concern: Delivery team noticed damage to sill plates on both front doors and to trunk sill assembly.

Corrections: Trim - Rear Trunk - Floor (Remove & Replace)

Replaced sill plates to rectify concern from delivery.

**Parts Replaced or Added**

Part	Quantity
TRUNK SILL ASSMEBLY (1010824-01-D)	1

Corrections: Trim - Sill Panel - LH (Remove & Replace)

See above notes for correction taken.

**2**

**Parts Replaced or Added**

Part	Quantity
A-PILLAR TRIM LOWER ASSEMBLY LEFT - WITH INSERT (1030390-00-E)	1

0.00

Corrections: Trim - Sill Panel - RH (Remove & Replace)

See above notes for correction taken.

**Parts Replaced or Added**

Part	Quantity
A-PILLAR TRIM LOWER ASSEMBLY RIGHT - WITH INSERT (1030391-00-E)	1

Pay Type: Rectification

Concern: Customer states there is a paint chip on hood he would like touched up.

Corrections: Detail I

Detail crew applied touch-up paint to hood to correct paint chip.

**3**

Pay Type: Goodwill - Service

0.00

Concern: Customer states that right rear seat has a cut.

Corrections: Upholstery - Sublet

Sublet vendor performed repair on right rear seat upholstery.

**4**

Pay Type: Goodwill - Service

0.00

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

-Checked for active alerts: No alerts present  
 -Torqued Wheels to proper specifications  
 -Topped off washer fluid.  
 -Set tire pressure to proper specifications  
 -Measured tire tread depth at:

**5**

LF: 5  
 RF: 5  
 LR: 6  
 RR: 6

0.00

Corrections: Non-Tesla (Rental)

Provided customer rental vehicle for duration of service visit as a courtesy.

Pay Type: Goodwill - Service

Service Center hourly rate: USD 195.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER  
 WITH YOUR PAYMENT

Total Labor & Miscellaneous	0.00
Items	
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
<b>Subtotal</b>	<b>0.00</b>
Sales Tax	0.00
<b>TOTAL AMOUNT</b>	<b>0.00</b>

Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (# If By Phone)
-------------------	------------------	------------	-------------	-----------------------------

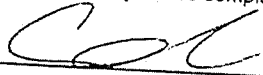
You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged a storage fee of \$[ ] per day from the fourth working day after you are notified that repairs on your vehicle are complete.

You may request to receive replaced parts, except that you may only inspect parts that are required to be returned to a third party under a warranty or rebuilding arrangement.

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document. I understand that the repair work may not be completed prior to the date and time noted under "Date/Time Promised."

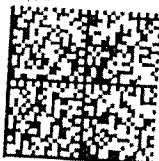
Signature:



Date: 1/14/2019

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitation contained herein does not apply where prohibited by law.

Repair

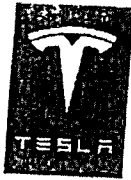


Internal Use Only

Payment



Internal Use Only



## TESLA MOTORS

840 Providence Hwy,  
Dedham, MA 02026  
Ph: 781-471-3001  
Fax:

## Invoice

SERVICE DEPARTMENT HOURS

Invoice Date

08-Sep-2018

Date/Time Received

08-Sep-2018 3:00 p.m.

Odometer In

13206 Miles

Ready Date

08-Sep-2018

Service Advisor

Brendan Collins

Reference Number

RONC9938019821

Date/Time Promised

Odometer Out

13206 Miles

Bill To

Scott Woods  
77 Bridget Way,  
Attleboro, MA 02703

Mobile Phone

Additional Phone

Vehicle Identification Number

5YJSA1E2XHF204291

Year

2017

Model

Model S

License Plate

Color

Pearl White Multi-Coat Paint

Job Number Description Of Work

Concern: Customer states key fob isn't being recognized even after battery replacement.

Corrections: Key Fob - Remote Keyless Entry (RKE) - Add/Replace 2 Keys

Technician replaced both key key fobs. Both working as designed.

Parts Replaced or Added

1

Part

Quantity

KEY FOB BASIC, 315MHz, MODEL S, V1.5, 2  
40 bit (1043806-00-B)

0.00

Pay Type: Basic Vehicle Limited Warranty

LED Light

Concern: Customer states passenger side DRL will turn on when charging vehicle at home.

Corrections: Automatic High Beam Headlights General Diagnosis

Technician could not recreate fault; customer advised to take pictures or video of issue with time stamps for future diagnosis.

2

Pay Type: Basic Vehicle Limited Warranty

0.00



Concern: Customer states driver's door brightwork is misaligned.

Corrections: Adjustment General Diagnosis

Technician adjusted brightwork. Now aligned.

3

Pay Type: Goodwill - Service

0.00

Service Center hourly rate: USD 195.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

Additional Amount

Revised Estimate

Job Number

Date & Time

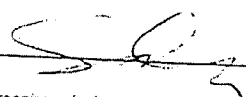
Approved By (# If By Phone)

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged a storage fee of \$[ ] per day from the fourth working day after you are notified that repairs on your vehicle are complete.

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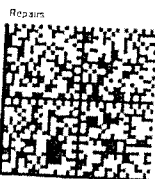
Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document. I understand that the repair work may not be completed prior to the date and time noted under "Date/Time Promised."

Signature: 

Date: 7/8/2018

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitation contained herein does not apply where prohibited by law.



Internal Use Only



Internal Use Only



## TESLA MOTORS

840 Providence Hwy,  
Dedham, MA 02026  
Ph: 781-471-3001  
Fax:

## Invoice

SERVICE DEPARTMENT HOURS

Invoice Date

12-Oct-2018

Invoice Number

300000420089

Date/Time Promised

Date/Time Received

10-Oct-2018 7:26 a.m.

Odometer In

15273 Miles

Odometer Out

15273 Miles

Ready Date

12-Oct-2018

Service Advisor

Thomas Genthner

1yr Service  
Maintenance

## Bill To

Scott Woods  
77 Bridget Way,  
Attleboro, MA 02703

## Mobile Phone

## Additional Phone

## Vehicle Identification Number

5YJSA1E2XHF204291

## Year

2017

## Model

Model S

## License Plate

## Color

Pearl White Multi-Coat Paint

## Job Number Description Of Work

## Amount (USD)

Concern: Customer states passenger side DRL will turn on when charging vehicle at home.

Corrections: Headlight Assembly - RH

Technician tested headlights while charging. Technicians were unable to duplicate concern in the shop. Customer provided video showing concern. Technician replaced the right front headlight aligned and tested. Vehicle operating as designed.

1

## Parts Replaced or Added

## Part

## Quantity

HD/LP ASY, SAE UP-LEVEL, RH (1053571-00-D) 1

0.00

Pay Type: Warranty

Concern: Customer requests first year/12,500 mile annual service.

Corrections: Fixed Price Annual Service 1 Year/12500 Mile/20000 km - All-Wheel Drive

Technician performed 1 year/12,500 mile annual service.

2

Total Job Parts: 0.00

Total Labor &amp; Miscellaneous Items: 550.00

550.00

Pay Type: Customer Pay

I stated that  
CFO L is at was  
still not fix  
They said that  
they can't duplicate  
"BS"

Concern: Additional Items for Annual Service (Included)

Corrections: 1 Year/12500 Mile/20000 km Service - All-Wheel Drive

- Pulled logs and checked for active faults: No active faults.
- Checked firmware version: Updated to latest version if needed
- Performed function check of closures (moving glass, doors, trunks): Cleaned and lubricated latches. Good, no issue.
- Tested and inspected charging via UMC - Vehicle charged normally @40amps.
- Replaced:
  - Wiper Blades
  - Key Fob Battery
  - Cabin Air Filter
- Remote Keyless Entry: Good, no issue
- Seat belts and latches: Good, no issue
- Interior/exterior lighting and horn: Good, no issue
- Performed inspection of powertrain and chassis components: Good, no issues.
- Checked fluid levels: Topped off washer fluid. Brake and coolant levels optimal. No signs of leakage.
- Inspected tires and rotated as necessary.
- Measured tire tread depth at:
 

LF: 4mm	0.00
RF: 4mm	
LR: 5mm	
RR: 5mm	
- Adjusted tire pressures to B-pillar specification
- Measured brake pad thickness (mm)
 

LF: 9mm	RF: 9mm	LR: 9mm	RR: 9mm	Park: 5mm
---------	---------	---------	---------	-----------
- Performed 4-wheel alignment
- Test drive: Vehicle functions as designed.
- Cleaned and lubricated panoramic roof assembly

#### Parts Replaced or Added

Part	Quantity
WIPER BLADE, DRIVER, 700MM MODEL S LHD (1051495-00-A)	1
WPR BLADE, PASS SIDE, 440MM, MODEL S LHD (1051496-00-A)	1
BATTERY LITHIUM COIN 3V 20MM (2006794)	2

Pay Type: Service Plan

Concern: Customer requests annual brake cleaning and lubrication.

Corrections: Brake Caliper Pad Slides and Parking Brake Calipers - Cleaning and Lubrication (With Wheels Removed)

Technician performed annual recommended brake lube and clean.

175.00

Total Job Parts: 0.00

Total Labor & Miscellaneous Items: 175.00

Pay Type: Customer Pay

Concern: Customer states driver's seat is scratched on the seat bottom from a zipper.

Corrections: Upholstery - Sublet

Unable to perform repair at this service visit. To be scheduled at a later date with Dr. Vinyl.

0.00

5

Pay Type: Customer Pay

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

Courtesy inspection not applicable due to performance of annual service.

0.00

6

Pay Type: Goodwill - Service

Service Center hourly rate: USD 175.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER  
300000420089 WITH YOUR PAYMENT

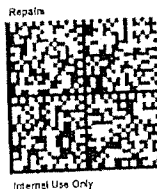
Total Labor & Miscellaneous	725.00
Items	0.00
Total Parts	0.00
Shipping	(550.00)
Discount	0.00
Referral Credit	175.00
Subtotal	0.00
Sales Tax	175.00
<b>TOTAL AMOUNT</b>	

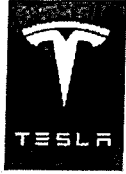
Additional Amount	Revised Estimate	Job Number	Date & Time	Approved By (# If By Phone)
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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitation contained herein does not apply where prohibited by law.



**TESLA MOTORS**

840 Providence Hwy,  
Dedham, MA 02026  
Ph: 781-471-3001  
Fax:

**Invoice****SERVICE DEPARTMENT HOURS**

Invoice Date 12-Nov-2018  
Reference Number RONC9938022027  
Date/Time Received 12-Nov-2018 12:36 p.m.  
Date/Time Promised  
Odometer In 17340 Miles  
Odometer Out 17341 Miles  
Ready Date 19-Nov-2018  
Service Advisor James Mosel

Bill To  
Scott Woods  
77 Bridget Way,  
Attleboro, MA 02703  
[REDACTED] et

**Mobile Phone**

Year  
2017

**Additional Phone**

Model  
Model S

**License Plate****Vehicle Identification Number**

5YJSA1E2XHF204291

**Color**

Pearl White Multi-Coat Paint

**Job Number Description Of Work****Amount (USD)**

Concern: Customers states that the front right headlight still faintly glows while charging.  
Headlamp assembly replaced at previous service.

Corrections: Exterior Lights General Diagnosis

Unable to duplicate lights coming on while charging at any point during service. During log review did find irregular LIN signals. Will replace 12v battery and Body Control Module as pro-active measure.

Corrections: Battery - Auxiliary - 12v - 2nd Generation (Remove & Replace)

Removed and replaced 12v battery.

**Parts Replaced or Added**

Part	Quantity	Amount (USD)
Battery, 12V, DCS33-UNCR, MS --Pre-Refresh (1083774-00-A)	1	0.00

Corrections: Module - Body Controller - BCM (Remove & Replace)

Technician replaced the Body Control Module. Vehicle operating as designed.

**Parts Replaced or Added**

Part	Quantity
BODY CONTROLLER, MODEL S 315 MHz (1010906-00-D)	1

Pay Type: Basic Vehicle Limited Warranty

1  
LED  
Light  
Problem

Concern: Customer states front left belt molding is misaligned.

Corrections: Adjustment General Diagnosis

Technician adjusted belt molding on driver's door.

**2**

Pay Type: Goodwill - Service

0.00

Concern: Perform courtesy inspection.

Corrections: Courtesy Inspection

-Checked for active alerts: No alerts present  
 -Torqued Wheels to proper specifications  
 -Topped off washer fluid.  
 -Set tire pressure to proper specifications  
 -Measured tire tread depth at:  
 LF: 4  
 RF: 4  
 LR: 5  
 RR: 5

**3**

0.00

Pay Type: Goodwill - Service

Concern: Customer requests check of auto wipers. States they do not work.

Corrections: Wipers and Washers General Diagnosis

Technician found auto wipers and wipers working as designed. auto wipers work based on intensity of rain and speed of vehicle. Auto wipers are still in Beta and will continue to improve with firmware updates.

**4**

Pay Type: Goodwill - Service

0.00

Concern: Customer requests check of internet. States it does not work.

Corrections: Audio System - Internet Radio General Diagnosis

Technician performed 12v reset. Browser now working as designed. Firmware fix is coming in version 2018.46. Advise customer if internet browser stops working perform scroll wheel reset.

**5**

Pay Type: Goodwill - Service

0.00

Concern: Customer requests check of owner's manual. States it does not work.

MISC Items: NO LABOR PERFORMED

Technician performed scroll wheel reset. Owner's manual now works as designed.

**6**

Pay Type: Goodwill - Service

0.00

Service Center hourly rate: USD 195.00

All parts are new unless otherwise specified.

Notes:

Payment Terms:

Due upon receipt. PLEASE QUOTE THE INVOICE NUMBER  
WITH YOUR PAYMENT

Total Labor & Miscellaneous Items	0.00
Total Parts	0.00
Shipping	0.00
Discount	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
<b>TOTAL AMOUNT</b>	<b>0.00</b>

Additional Amount

Revised Estimate

Job Number

Date & Time

Approved By (# If By Phone)

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged a storage fee of \$[ ] per day from the fourth working day after you are notified that repairs on your vehicle are complete.

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I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document. I understand that the repair work may not be completed prior to the date and time noted under "Date/Time Promised."

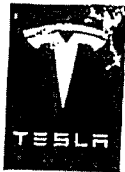
Signature: \_\_\_\_\_

Date: 7/12/2018

I hereby authorize the repair work about to be done along with the necessary material and agree that Tesla Motors is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond Tesla's control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant Tesla Motors and its employees to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. The distance could be as little as a couple of miles or could be as high as 100-200 miles. Customer understands and approves the driving of miles associated with diagnosis and testing. Any express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Any warranties on products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said parts. Any limitation contained herein does not apply where prohibited by law.







**Tesla Inc.**  
840 Providence Hwy  
Dedham, MA 02026  
Ph: 781-471-3001  
Fax:

# Invoice

SERVICE DEPARTMENT HOURS  
Mon-Fri:

Invoice Date	Invoice Number
19-Dec-2018	US-009-0000123534
Date/Time Received	Date/Time Promised
Odometer In	Odometer Out
17871.4 Miles	17896 Miles
Ready Date	
Service Advisor	
Brendan Collins	

Customer Name	Mobile Phone	Additional Phone	Vehicle Identification Number
Scott Woods			5YJSA1E2XHF204291
77 Bridget Way			
Attleboro, MA 02703			
	Year	Model	License Plate
	2017	Model S	
			Color
			Pearl White Multi-Coat Paint

Job Number Description Of Work

Customer states the right headlight issue has returned. Noticed most recently the night of 12/3. Top passenger side of headlight LED is glowing. Vehicle was not plugged in.

Technicians could not get issues to happen; engineering could not find the issue or rectification. Possibly firmware issue; new firmware was installed. Technicians installed memorator on vehicle. This device will record signals through vehicle as requested by an engineer. Technicians to remove memorator after issue has recurred at customer home with time stamps. Dash storage bin not fully installed to make room for wiring of memorator.

Correction: General Pre-Diagnosis

Amount (USD)

LED  
Light  
Issue

Pay Type: Warranty 0.00

Customer states dash cam recording will not work. He has a new thumb drive and states icon for dash cam recording won't appear. Has tried a 128GB thumb drive and 32GB thumb drive.

Customers vehicle is not equipped with drivers assistance feature 2.5 of higher. Please notify the customer that the vehicle is not configured with this feature.

Correction: Camera - Forward Facing

Pay Type: Warranty 0.00

Service Center hourly rate: 175

All parts are new unless otherwise specified.

Notes:

Payment Terms:  
Due upon receipt.

Subtotal Labor & Miscellaneous Items	0.00
Labor & Miscellaneous Items Price Adjustment	0.00
Total Labor	0.00
Subtotal Parts	0.00
Parts Price Adjustment	0.00
Total Parts	0.00
Shipping	0.00
Referral Credit	0.00
Subtotal	0.00
Sales Tax	0.00
TOTAL AMOUNT	0.00

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

12/19/2019

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

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**Tesla Inc.**  
840 Providence Hwy  
Dedham, MA, US, 02026  
Ph.:781-471-3001

## Invoice

**SERVICE DEPARTMENT HOURS**  
Mon-Fri: 7:30a.m. - 5:00p.m.

Invoice date	Invoice number
29-Oct-2019	3000S0000492984
Date/Time Received	Date/Time Promised
29-Oct-2019 04:37:08	29-Oct-2019 08:00:00
Odometer in	Odometer Out
32408 Miles	32438 Miles
Ready Date	
29-Oct-2019 09:54:50	
Service Advisor	
Brendan Collins	

**Paid**

**Bill To**  
Scott Woods  
77 Bridget Way  
Attleboro, MA, 02703  
t.net

**Mobile Phone**

**Year**

**Additional Phone**

**Model**

**Model S**

**License Plate Number**

**Vehicle Identification Number**

5YJSA1E2XHF204291

**Colour**

Pearl White Multi-Coat Paint

**Job Number**

**Description Of Work**

**Concern:** Customer states the Enhanced Summon Feature does not function.

**Amount (USD)**

Technician verified concern. Performed diag and confirmed home folder is at 82% capacity because sentry mode in recording all files to internal storage and the car is not fully switching into a sleep state for the DAS module to go into a full sleep state. Recommendation-customer perform factory reset and use a correct formatted memory stick after factory reset is performed if they will use Sentry Mode.

**Correction:** General Diagnosis

1

Pay Type: Basic Vehicle Limited Warranty 0.00

Service Center hourly rate: USD 195

All parts are new unless otherwise specified.

Notes:

Payment Terms:  
Due upon receipt.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

**Signature:**

**Date:**

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged \$35 per day for storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

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**Full Name:** Scott Woods



Tesla Inc.  
840 Providence Hwy  
Dedham, US, 02026  
Ph: 781-471-3001

# Invoice

## SERVICE DEPARTMENT HOURS

Invoice date 15-May-2019 Invoice number 3000S0000031363  
Date/Time Received 14-May-2019 11:12:56 Date/Time Promised 15-May-2019 01:15:00  
Odometer In 23471 Miles Odometer Out  
Ready Date

Service Advisor  
Thomas Genthner

**Paid**

### Bill To

Scott Woods  
77 Bridget Way  
Attleboro, MA, 02703

### Mobile Phone

### Additional Phone

### Vehicle Identification Number

5YJSA1E2XHF204291

### Year

### Model

### License Plate Number

### Colour

2017

Model S

Pearl White Multi-Coat Paint

### Job Number

### Description Of Work

### Amount (USD)

Concern: Customer states the turn signals do not turn off after changing lanes in autopilot and when not in autopilot.

Steering column control module replaced to address concern. NOTE: vehicle turn signals now turn off when not in Autopilot, but Autopilot will not turn off the turn signals after being used via Autopilot - it is a manual switch so unless a full turn is made it will not shut itself off.

Correction: Module - Steering Column Control

### Parts Replaced or Added

Part	Quantity
MC2 SCCM, ACC, HEATED VARIANT(1057356-00-B)	1.0

Pay Type: Warranty

0.00

Concern: Customer states the web browser is slow to load.

Vehicle is showing a known firmware bug. Fix is set for firmware version 2019.12 which is not available at this time. No further action taken.

Correction: Diverted - Known Issue, Future Firmware Solution

Pay Type: Goodwill - Service

0.00

Concern: Customer states the passenger sun visor does not stay clipped in.

Replaced visor and clip that retains visor. Visor now stays in place as designed.

Correction: Sun Visor - Front Passenger's

### Parts Replaced or Added

Part	Quantity
ASY, SUN VISOR RH, US, ALCAN WHT(1050620-01-A)	1.0
CENTER SUPPORT W/COVER SUNVISOR WHT (1002479-01-D)	1.0

Pay Type: Warranty

0.00

Concern: Courtesy inspection.

--Checked for active alerts: no active alerts --Topped off washer fluid --Set tire pressure to proper specifications --  
Measured tire tread depth at (mm): LF: 7RF: 7LR: 7RR: 7

Correction: Courtesy Inspection

4

Pay Type: Goodwill - Service

0.00

Concern: Customer states Bluetooth not working when trying to use it with his phone the first time. When he tries it a second time it works with no problem.

Tested Bluetooth connectivity with two different phones. Both phones connected properly on the first try. Note from technician: the customer does have an iPad that may be connecting before their phone.

Correction: NO LABOR PERFORMED

5

Pay Type: Goodwill - Service

0.00

Concern: Customer states they are still having problems with the LED light around the right side headlight. It stays on at times even when all other lights are off. States this is a multiple-time comeback issue.

This issue has been previously escalated to engineering. Requested update from engineering team. Ok to release vehicle as this is not a driveability or safety concern.

Correction: General Diagnosis

6

Pay Type: Warranty

0.00

Service Center hourly rate: 195

All parts are new unless otherwise specified.

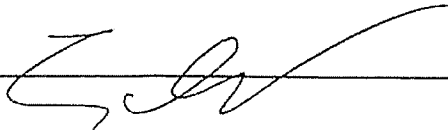
Notes:

Payment Terms:  
Due upon receipt.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:



Date:

5/11/19

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service. Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged \$35 per day for storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

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Full Name: Scott Woods



Tesla Inc.  
840 Providence Hwy  
Dedham, US, 02026  
Ph: 781-471-3001

# Invoice

## SERVICE DEPARTMENT HOURS

Invoice date: 20-May-2019  
Date/Time Received: 20-May-2019 03:14:42  
Odometer In: 23809 Miles  
Ready Date:  
Invoice number: 3000S0000044509  
Date/Time Promised: 20-May-2019 04:00:00  
Odometer Out:

Service Advisor  
James Mosel

**Paid**

### Bill To

Scott Woods  
77 Bridget Way  
Attleboro, MA, 02703  
[Redacted]

### Mobile Phone

Year  
2017

### Additional Phone

Model  
Model S

### License Plate Number

### Vehicle Identification Number

5YJSA1E2XHF204291

### Colour

Pearl White Multi-Coat Paint

Job Number: [Redacted]  
Description Of Work:  
Concern: Customer states his key fob is not working.  
Technician programmed customer's key fob to vehicle  
Correction: Transmitter - Remote Keyless Entry (RKE) - Programming

Amount (USD)

1

Pay Type: Goodwill - Service 0.00

Service Center hourly rate: 195

All parts are new unless otherwise specified.

Notes:

Payment Terms:  
Due upon receipt.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature: [Signature]

Date: 20/5/2019

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged \$35 per day for storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

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Full Name:

Tesla Motors, 3500 Deer Creek Rd, Palo Alto, CA, 94304 USA





Tesla Inc.  
240 Ballardvale St Suite A  
Wilmington, MA, US, 01887  
Ph: (617) 744-1835  
Fax: (617) 744-1251

## Invoice

SERVICE DEPARTMENT HOURS  
Mon-Fri: 9:00 a.m. to 6:00 p.m.

Invoice date	Invoice number
08-Jul-2019	3000S0000176243
Date/Time Received	Date/Time Promised
07-Jul-2019 11:46:54	07-Jul-2019 11:45:00
Odometer In	Odometer Out
25701 Miles	25701 Miles
Ready Date	
07-Jul-2019 11:47:05	
Service Advisor	
Naumag Grabocka	

**Paid**

A.R # AR 13-45

### Bill To

Scott Woods  
77 Bridget Way  
Attleboro, MA, 02703

### Mobile Phone

Year  
2017

### Additional Phone

Model  
Model S

### License Plate Number

### Vehicle Identification Number

5YJSA1E2XHF204291

### Colour

Pearl White Multi-Coat Paint

Job Number	Description Of Work	Amount (USD)
------------	---------------------	--------------

Concern: Courtesy Inspection

Performed courtesy. Advised customer vehicle needs tires Tread depth Front Driver Outer: 0 Front Driver Middle: 0 Front Driver Inner: 0 Front Passenger Outer: 0 Front Passenger Middle: 0 Front Passenger Inner: 0 Back Driver Outer: 0 Back Driver Middle: 0 Back Driver Inner: 0 Back Passenger Outer: 0 Back Passenger Middle: 0 Back Passenger Inner: 0 Tire pressure Front Driver: 0 Front Passenger: 0 Back Driver: 0 Back Passenger: 0 New firmware staged Not Needed Washer fluid top off Performed: No Tire rotation recommended No

Correction: Courtesy Inspection

1

Pay Type: Goodwill - Service 0.00

Concern: Customer states that "LED light is on while charging or not charging". Customer states that he has brought his concern to service several times but has not had a resolution.

Investigated issue and found this to be a known hardware issue currently under investigation. Component replacement not currently recommended.

Correction: Diverted - Customer Education

2

Pay Type: Goodwill - Service 0.00

Concern: Customer states that Bluetooth will not connect while making a call until after trying multiple times.

Found Bluetooth call not be connecting with first try. Performed diag. Found parrot module not performing as it should. Re-flashed module. Cleared EV logs. Performed reset. Tested. Now Bluetooth calls go in with first try OK

Correction: Module - Bluetooth (Parrot)

3

Pay Type: Basic Vehicle Limited Warranty 0.00

Concern: Customer previously had a new key programmed but their spare was not available so the programming was lost. Please add spare key to vehicle.

Paired key. Tested. OK

Correction: Transmitter - Remote Keyless Entry (RKE) - Add/Replace 1 Transmitter

Parts Replaced or Added

4

Part	Quantity
KEY FOB BASIC, 315MHz, MODEL S, DTS80(1455940-00-A)	1.0

Pay Type: Goodwill - Service

0.00

Concern: Customer states the auto lane change feature was not functioning on 6/6 around 16:00 EST.

Inspected data from customer's timestamp and found auto lane change aborted due to insufficient lane markings. Advised customer that auto lane change will not always be available depending on data received and processed by cameras.

Correction: Diverted - Customer Education

5

Pay Type: Goodwill - Service

0.00

Service Center hourly rate: USD 195

All parts are new unless otherwise specified.

Notes:

Payment Terms:  
Due upon receipt.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature:



Date: 7/8/2019

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged \$35 per day for storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

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Full Name:

Tesla Motors, 3500 Deer Creek Rd, Palo Alto, CA, 94304 USA



Tesla Inc.  
840 Providence Hwy  
Dedham, MA, US, 02026  
Ph: 781-471-3001

# Invoice

SERVICE DEPARTMENT HOURS

Invoice date 25-Jul-2019 Invoice number 3000S0000226305  
Date/Time Received 24-Jul-2019 07:50:58 Date/Time Promised 25-Jul-2019 07:00:00  
Odometer In 26916 Miles Odometer Out 26916 Miles  
Ready Date 25-Jul-2019 02:42:45  
Service Advisor Brendan Collins

**Paid**

Bill To Scott Woods  
77 Bridget Way  
Attleboro, MA, 02703  
Mobile Phone [REDACTED]  
Year 2017 Model Model S License Plate Number [REDACTED]  
Vehicle Identification Number 5YJSA1E2XHF204291  
Colour Pearl White Multi-Coat Paint

Job Number Description Of Work Amount (USD)

Concern: Customer requests 2 year annual service, NO WASH

Technician performed annual service with alignment.

Correction: Transmitter - Remote Keyless Entry (RKE) - Battery (Remove & Replace)

Parts Replaced or Added

Part	Quantity
BATTERY LITHIUM COIN 3V 20MM(2006794)	2.0

Correction: Wiper Blades - Pair (Remove & Replace)

Parts Replaced or Added

Part	Quantity
BLADE ASSY-WIPER, BOSCH 2S2 PS LHD MS(1051496-00-A)	1.0
BLADE ASSY-WIPER, BOSCH 2S2 DS LHD MS(1051495-00-A)	1.0

Correction: Receiver Dryer and Desiccant (Add Refrigerant Part if Needed) (Remove & Replace)

Parts Replaced or Added

Part	Quantity
Cap - Receiver and Drier(1007718-00-A)	1.0
Desiccant Bag - Subcool Condenser(1007717-00-A)	1.0

Correction: Filter - Particulate - 1st Generation (Remove & Replace)

Parts Replaced or Added

Part	Quantity
MS2 HVAC Carbon Filter(1072736-00-B)	1.0

Correction: Brake Fluid Check

Correction: Four Wheel Alignment - Check and Adjust (with Air Suspension)

Correction: Brake Caliper Pad Slides and Parking Brake Calipers - Cleaning and Lubrication (With Wheels Removed)

Pay Type: Goodwill - Sales/Delivery 0.00

Service Center hourly rate: USD 195


All parts are new unless otherwise specified

Notes:

Payment Terms:  
Due upon receipt.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
<b>Total Amount (USD)</b>	<b>0.00</b>

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

Signature: 

Date: 7/25/2019

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Full Name:

**Tesla Inc.**  
 840 Providence Hwy  
 Dedham, MA, US, 02026  
 Ph: 781-471-3001

**Invoice**

**SERVICE DEPARTMENT HOURS**  
 Mon-Fri: 7:30a.m. - 5:00p.m.

Invoice date 20-Sep-2019 Invoice number 3000S0000383097  
 Date/Time Received 13-Sep-2019 08:12:11 Date/Time Promised 19-Sep-2019 03:15:00  
 Odometer In 30537 Miles Odometer Out  
 Ready Date

Service Advisor  
 James Mosel

**Bill To**

Scott Woods  
 77 Bridget Way  
 Attleboro, MA, 02703

Mobile Phone

Additional Phone

Identification Number

5YJSA1E2XHF204291

Year

Model

License Plate Number

Colour

Model S

Pearl White Multi-Coat Paint

**Job Number****Description Of Work****Amount (USD)**

**Concern:** Customer states they are still having problems with right side headlight led on eyebrow that stays ON when charging. States as they mentioned in their previous conversation, this their 5th time coming there for the same problem.

Tesla is aware of this issue and it is still under investigation. There is no current fix or resolve at this time.

**Correction:** General Diagnosis

1

Pay Type: Basic Vehicle Limited Warranty

0.00

**Concern:** There are stuck/broken pieces on charge port.

Technician found deadfront pins were sheared. Technician replaced charge port. tested charge port. Charge port is now operating as designed.

**Correction:** Charge Port (Vehicles With Single Phase, Motorized Charge Port) (Remove & Replace)

**Parts Replaced or Added**

**Part****Quantity**

ASY, CHARGEPORT, MDLS, GEN2, US(1026041-00-0)

1.0

2

Pay Type: Basic Vehicle Limited Warranty

0.00

**Concern:** Customer states the web browser is slow and sometimes does not function.

Technician cleared browser cache, Tested, web browser is now operating as designed.

**Correction:** General Diagnosis

3

Pay Type: Basic Vehicle Limited Warranty

0.00

Concern: Customer states the left repeater is loose.

Technician replaced left side repeater. Tested Now working as designed.

Correction: Lamp - Side Repeater - Front - LH (Remove & Replace)

**Parts Replaced or Added**

Part	Quantity
LAMP ASY, SIDE REPEATER (LH)(1034344-00-B)	1.0

4

Pay Type: Basic Vehicle Limited Warranty 0.00

Concern: Customer has multiple fit and finish concerns.

Technician performed inspection of all door seals and interior trim components verified all panels were correctly fastened and secured, re-sealed several door seals as needed.

Correction: Miscellaneous Labor

5

Pay Type: Goodwill - Service 0.00

Concern: Customer states the Bluetooth will not function for the first attempt but will work on the 2nd.

Technician tested on phone and Bluetooth connected the call on the first try several times. Call quality was clear. Technician found Bluetooth to be operating as designed.

Correction: Miscellaneous Labor

6

Pay Type: Goodwill - Service 0.00

Service Center hourly rate: USD 195

All parts are new unless otherwise specified.

Notes:

Payment Terms:  
Due upon receipt.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
<b>Subtotal (USD)</b>	<b>0.00</b>
Tax	0.00
<b>Total Amount (USD)</b>	<b>0.00</b>

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

**Signature:**

**Date:**


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Full Name:

 9/2/19



Tesla Inc.  
840 Providence Hwy  
Dedham, MA, US, 02026  
Ph.: 781-471-3001

# Invoice

SERVICE DEPARTMENT HOURS  
Mon-Fri: 7:30a.m. - 5:00p.m.

Invoice date	Invoice number
21-Nov-2019	3000S0000558544
Date/Time Received	Date/Time Promised
05-Nov-2019 02:21:21	12-Nov-2019 08:45:00
Odometer In	Odometer Out
32969 Miles	32969 Miles
Ready Date	
12-Nov-2019 08:34:25	
Service Advisor	
Daniel Hutt	

**Paid**

## Bill To

Scott Woods  
77 Bridget Way  
Attleboro, MA, 02703

## Mobile Phone

Year

## Additional Phone

Model

Model S

License Plate Number

## Vehicle Identification Number

5YJSA1E2XHF204291

Colour

Pearl White Multi-Coat Paint

## Job Number

## Description Of Work

Amount (USD)

**Concern:** Valet pick up 3 Man Mar Drive unit 16+17 Plainville Mass 02762 due to multiple attempts to resolve issues.

Vehicle was valeted for customer.

**Correction:** Valet Service

1

Pay Type: Goodwill - Service

0.00

**Concern:** Customer states browser isn't working. Issue has been recurring since customer took ownership of vehicle. Customer has compared vs other browser and his is slower/did not even load a page on evening of 10/29 and morning of 10/30 940a-10a. Was trying to load google.com and two other sites and they did not load.

Technicians verified that web browser was working within manufacturer's specified guidelines. Technicians verified proper operation by loading various websites (google.com, news.google.com, boston.com, cnet.com, and tesla.com). The web browser will not support streaming video or all web pages. Please advise on specific websites for any future concerns.

**Correction:** General Diagnosis - No Trouble Found

2

Pay Type: Goodwill - Service

0.00

**Concern:** Customer states summon does not work as expected. Frequently will stop in the middle of the process. Tried it on morning of 10/30 after factory reset and vehicle moved about a foot and then stopped.

Technician confirmed that summon feature was working as designed. Technician adjusted in vehicle settings to reduce park sensor values to minimum allowed and confirmed vehicle exited garage at service center as expected. Technician confirmed summon functionality using key fob with continue press to engage/disengage system and confirmed proper operation.

**Correction:** General Diagnosis - No Trouble Found

3

Pay Type: Goodwill - Service

0.00



**Concern:** Customer states vehicle doesn't connect to Bluetooth correctly. It will give a warning the first time he tries to connect and then will connect fine the 2nd time, every time.

Technician re-flashed parrot module, previously connected or desired devices will need to be repaired to the vehicle. After module re-flash technicians were able to pair multiple iPhones to vehicle (Xs Max iOS 13.1.3) and placed test calls and streamed content without drop outs or interruptions. Vehicle settings were adjusted from "Energy Save Mode" ON and "Always Connected" OFF (this should be used when vehicle sits for extended time, e.g. vacation) to "Energy Save Mode" OFF and "Always Connected" ON. Technicians re-verified operation of bluetooth and experienced no drop outs of interruptions of calls or streaming.

**Correction:** General Diagnosis

4

Pay Type: Basic Vehicle Limited Warranty

0.00

**Concern:** Customer states that autopilot will brake hard when behind other vehicles/is jerky.

Technicians test drove vehicle and were unable to duplicate abnormal operations while using traffic aware cruise control, autosteer, auto lane change, or navigate on autopilot. Autopilot is a hands-on driver assistance system that must be used by an attentive driver for immediate intervention if necessary.

**Correction:** General Diagnosis - No Trouble Found

5

Pay Type: Goodwill - Service

0.00

Service Center hourly rate: USD 195

All parts are new unless otherwise specified.

Notes:

Payment Terms:  
Due upon receipt.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document.

**Signature:**

**Date:**

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service; Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied); an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage; the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged \$35 per day for storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. Customer paid Tesla branded parts are covered under "Parts, Body, and Paint Limited Warranty" for the period of 12 months. Please visit <https://www.tesla.com/support> for exceptions, exclusions, and limitations.

Please be aware that your vehicle's dashcams and any other photo or video capturing devices will be automatically disabled for your service visit. Your vehicle's Tesla dashcam will be enabled when you pick up your Tesla from this Service Visit.

A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

Full Name: Scott Woods



Tesla Inc.  
840 Providence Hwy  
Dedham, MA, US, 02026  
Ph: 781-471-3001

## Invoice

SERVICE DEPARTMENT HOURS  
Mon-Fri: 7:30a.m. - 5:00p.m.

Invoice date 03-Dec-2019  
Invoice number 3000S0000506091  
Date/Time Received 21-Nov-2019 01:29:58  
Date/Time Promised 03-Dec-2019 08:00:00  
Odometer In 33027 Miles  
Odometer Out  
Ready Date

Service Advisor  
James Mosel

**Paid**

### Bill To

Scott Woods  
77 Bridget Way  
Attleboro, MA, 02703

### Mobile Phone

Year

### Additional Phone

Model

License Plate Number

Model S

### Vehicle Identification Number

5YJSA1E2XHF204291

Colour

Pearl White Multi-Coat Paint

Job Number	Description Of Work	Amount (USD)
------------	---------------------	--------------

Concern: Customer states he is unable to charge on UMC.

Technician replaced charger. Tested. Vehicle is now charging as designed.

Correction: Charger - 3rd Generation (Remove & Replace)

### Parts Replaced or Added

Part	Quantity
KIT,SERVICE,GEN3 CHRGR SYS,1PH,72A(1462537-00-H)	1.0

1

Pay Type: Basic Vehicle Limited Warranty 0.00

Concern: Customer put in loaner 003434 MX on 11/25.

Correction: Tesla (Internal Loaner or Rental)

Price	Adjustment	Subtotal
0.00	0.00	0.00

Correction: Vehicle Loaner Late Return Fee

Price	Adjustment	Subtotal
0.00	0.00	0.00

2

Pay Type: Customer Pay 0.00

Service Center hourly rate USD 195

All parts are new unless otherwise specified.

Notes

Payment Terms:  
Due upon receipt

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00

I authorize the repair work, including parts, materials and labor, on my vehicle to be done as set forth in this service agreement document

Signature:

Date:

You agree that Tesla is not responsible for any personal items left in your vehicle. Tesla and its employees may access and operate your vehicle for the sole purpose of testing and/or inspection of repairs. Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes. Tesla and its employees will turn off any photo or video capturing devices, such as dashboard cameras, once we receive the vehicle in preparation for service. Items may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied), an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs and storage, the owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession, and you may be charged \$35 per day for storage fees from the fourth working day after you are notified that repairs on your vehicle are complete.

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla-issued New Vehicle Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. Customer paid Tesla branded parts are covered under "Parts, Body, and Paint Limited Warranty" for the period of 12 months. Please visit <https://www.tesla.com/support> for exceptions, exclusions, and limitations.

Please be aware that your vehicle's dashcams and any other photo or video capturing devices will be automatically disabled for your service visit. Your vehicle's Tesla dashcam will be enabled when you pick up your Tesla from this Service Visit.

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Full Name: Scott Woods

ROBERT M. SILVERMAN  
CRAIG THOR KIMMEL

Member, PA Bar  
Member, NJ Bar  
Member, DE Bar  
Member, NY Bar  
Member, ALA Bar  
Member, MD Bar  
Member, OH Bar  
Member, NH Bar  
Member, CT Bar  
Member, TN Bar  
Member, WV Bar  
Member, DC Bar  
Member, CA Bar  
Member, WI Bar  
Member, IL Bar  
Member, AZ Bar  
Member, TX Bar  
Member, WI Bar



1-800-LEMON LAW  
[www.lemonlaw.com](http://www.lemonlaw.com)

CORPORATE HEADQUARTERS  
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P (215) 540-8888  
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ANGELA K. TRC  
AMY L. BENNECOFF GINSBURG  
W. CHRISTOPHER COMPTON  
JASON L. GRE  
CHAD P. D.  
JOSEPH C. HC  
STEPHEN D. SILV  
JACOB U. GIN  
SHAWN BAC

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005  
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7144  
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9372, F (302) 791-9476  
NEW YORK OFFICE, 1001 Avenue of the Americas, 11th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515  
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689  
CALIFORNIA OFFICE, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817  
OHIO OFFICE, 4031 Colonel Glenn Highway, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817  
BUCKS COUNTY OFFICE, Box 400, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669, F (215) 540-8817  
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

November 5, 2019

Tesla Motors, Inc.  
Legal Department  
3500 Deer Creek Road  
Palo Alto, CA 94304

**CHAPTER 93A DEMAND LETTER**  
**YOU HAVE THIRTY DAYS TO RESPOND**

Re: **Scott Woods V. Tesla**  
Vehicle: 2017 Tesla Model S  
Purchase Date: 06/05/2018  
VIN# 5YJAS1E2XHF204291

Dear Sir or Madam:

Please be advised that this law firm represents Mr. Scott Woods, in regards to a new Tesla Model S (the "Vehicle") that they purchased from Tesla located in Dedham, Massachusetts (the "Dealer"), on 06/05/2018. The Vehicle was defective upon purchase and was sold to our clients in an unfair and deceptive manner. This is Mr. Scott Woods's Chapter 93A Demand Letter.

In addition to deceptively marketing the Vehicle as sound and without defect, Tesla and the Dealer, its authorized agent, failed to successfully repair the many problems that plagued the Vehicle within a reasonable number of attempts and days out of service, thus egregiously violating the Massachusetts New Car Lemon Law. As a result, by marketing and selling the Vehicle to our clients under the premise that it was without defect, and then later refusing to address the problems with the Vehicle to our clients' detriment and danger, Tesla has repeatedly violated the provisions of Chapter 93A.



Mr. Scott Woods intend to invoke their rights under the Massachusetts New Car Lemon Law (M.G.L. ch. 90 § 7N½), the Massachusetts Consumer Protection Act (M.G.L. ch. 93A and its subsections), and the Magnuson Moss Federal Warranty Act (U.S.C. Title 15, c. 50 § 2301-2312) in order to make themselves whole. Our clients hereby demand a rescission of the purchase agreement that they entered into with the Dealer, dated 06/05/2018, and further demand reimbursement for any and all damages recoverable under the Lemon Law, M.G.L. ch. 93A, and the federal Magnuson Moss Warranty Act, including attorney's fees, double or treble damages, and interest.

### FACTS

On or about Mr. Scott Woods, our clients purchased the Vehicle from the Dealer in "new" condition, as defined by Massachusetts law. The basis of the bargain included the manufacturer's express warranties.

Below please find a summary of the repair history:

8/17/18; 11,942 miles – rear door hard to open and techs adjusted the right rear door handle. Tech also replaced the A pillar trim lower assembly. Last, repaired a cut on right rear seat.

9/8/18; 13,206 miles – key fob not being recognized and techs replaced both fobs. Also, techs CND report of head light turning on when charging.

10/12/18; 15,273 miles – per video from client about head light gong on when charging, the techs replaced the front right head light.

11/12/18; 17,340 miles – front head light glows when charging. CND but did see irregular LIN signals in the log and replaced 12 volt battery and BCM.

12/19/18; 17,871 miles – right head light issue returned, glows. CND but new firm ware was installed to record issues.

5/14 – 5/15/19; 23,471 miles – turn signals do not turn off after turning. Techs replaced the column control module. Also, web browser is slow to load and invoice states is a known firm ware bug and fix is coming. Also, still with issue of LED staying on when all other lights are off. OK to release car, has been escalated to engineering.

5/20/19; 23,809 miles – key fob not working. Techs programmed the fob to the car.

7/7 – 7/8/19; 25,701 miles – LED is on when charging or not. Still noted as a known hard ware issue. Also, issue with blue tooth connecting and techs reset the parrot module.

9/13 – 9/20/19; 30,537 miles – right side light stays on when charging. No fix, still under investigation. Also, issue with web browser again and techs cleared the browser cashe. Next, b/c the left repeater was loose it was replaced. Last, NPF with blue tooth not connecting on first attempt.

The actions of Tesla, its agents, employees, and/or servants have been unfair, deceptive, and in violation of M.G.L. ch. 93A. Tesla's actions and omissions have also exposed it to liability under the Massachusetts Lemon Law and the federal Magnuson Moss Act. Overall, Tesla undoubtedly sold our clients a car with defects, misrepresented the reliability of the Vehicle at the time of purchase, and failed to repair the Vehicle after purchase. Tesla's failure to conduct business in a fair and responsible fashion has left our client with no other option but to seek redress in a court of law.

## LAWS AND ANALYSIS

### **I. CONSUMER PROTECTION ACT**

The actions and omissions on the part of Tesla, in selling, attempting to repair, and failing to repair the Vehicle, all qualify as violations of M.G.L. ch. 93A. Further, Tesla failed to disclose material information about the Vehicle to Mr. Scott Woods and made material misrepresentations about the Vehicle to them prior to their purchase that affected their decision to purchase it.

M.G.L. ch. 93A § 2 (a) provides that "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." An act by a business is "deceptive" under Chapter 93A if it could reasonably be found to have caused a person to act differently from the way he would otherwise have acted. Brennan v. Carvel Corp., 929 F.2d 801(1991 Mass.)

940 CMR 3.05 provides:

- (1) No claim or representation shall be made by any means concerning a product which directly, or by implication, or by failure to adequately disclose additional relevant information, has the capacity or tendency or effect of deceiving buyers or prospective buyers in any material respect. This prohibition includes, but is not limited to, representations or claims relating to reliability, manner or time of performance, safety, strength, condition, or life expectancy of such a product, or financing relating to such a product, or the ease with which such product may be operated, repaired, or maintained or the benefit to be derived thereof (emphasis added).

940 CMR 3.16 provides:

Without limiting the scope of any other rule, regulation, or statute, an act or practice is a violation of M.G.L. ch. 93A § 2 if:

- (1) It is oppressive or otherwise unconscionable in any respect; or
- (2) Any person or other legal entity subject to this act fails to disclose to a buyer or prospective buyer any fact, the disclosure of which may have influenced the buyer or prospective buyer not to enter into the transaction; or

- (3) It fails to comply with existing statutes, rules, regulations or laws, meant for the protection of the public's health, safety or welfare promulgated by the Commonwealth or any political subdivision thereof intended to provide the consumers of this Commonwealth protection; or
- (4) Violates the Federal Trade Commission Act, the Federal Consumer Credit Protection Act or other Federal consumer protection statutes within purview of Section 2 of Chapter 93A (emphasis added).

Section VII (B) of the Rules and Regulations promulgated by the Attorney General pursuant to M.G.L. ch. 93A, § 2 (c) provides, in part, that "it shall be an unfair or deceptive act or practice to fail to perform or fulfill any promises or obligations arising under a warranty." The definitions of "warranty" in the Rules and Regulations include the following: "an express warranty or guarantee includes any affirmation or fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain."

The facts of our clients' case demonstrate several violations of the above-cited legal authorities on the part of Tesla, and thereby our clients are entitled to the recovery of damages.

## **II. MASSACHUSETTS LEMON LAW**

The Vehicle contains a variety of defects that substantially impair its "use, value and safety." Our clients have had to return the Vehicle several times to the Dealer for a variety of problems.

In turn, M.G.L. ch. 90, § 7N ½ (4) provides, in part, that if a manufacturer fails to repair a vehicle within three attempts, or when a vehicle is out of service for a total of fifteen business days or more after the consumer has returned the vehicle to the dealer, then the dealer shall accept the return of the vehicle from the consumer and refund the full repurchase price of the vehicle, less a reasonable allowance for use. In this case, Tesla has failed to repair various defects that plague the Vehicle.

Should our clients be forced to litigate this matter, they will be seeking all available and recoverable damages against Tesla, including the repurchase price of the Vehicle and attorney's fees and costs.

## **III. MAGNUSON MOSS WARRANTY ACT**

Mr. Scott Woods will also be pursuing a claim under the Magnuson Moss Warranty Act if this matter proceeds to trial. Under this federal mandate, a warrantor has a duty to remedy the defects/malfunctions complained of by a consumer within a "reasonable time and without charge." Failure of the warrantor to meet the minimum federal requirements under the warranty enables the consumer to sue the warrantor.

Given the repair history of the Vehicle and Tesla's failure to repair its problems, Mr. Scott Woods did not receive the benefit of the value of the Vehicle, nor the warranties that were part of the basis of the bargain.



**CONCLUSION**

For the reasons stated herein, Mr. Scott Woods hereby demand the following:

1. Full rescission of the original purchase agreement;
2. Payment of any additional fees, charges, taxes, insurance payments (to the date of repurchase), and value of trade-in vehicle;
3. Payment of the loan pay-off and accompanying finance charges to the date of repurchase, and insurance payments to the date of repurchase;
4. Reimbursement for any diagnostics or other defect-related tasks performed on the Vehicle at their expense; and
5. Payment of their attorney's fees and costs.

Failure to forward the relief demanded within thirty days, or a reasonable offer of settlement, will result in the initiation of litigation against Tesla seeking damages, reasonable attorney's fees, interest and costs, all of which are permitted by under Massachusetts law and the Magnuson Moss Warranty Act. Should you require any additional documentation to verify our client's damages or the bill for attorney's fees and costs, please do not hesitate to call.

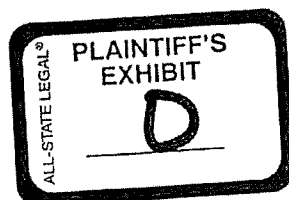
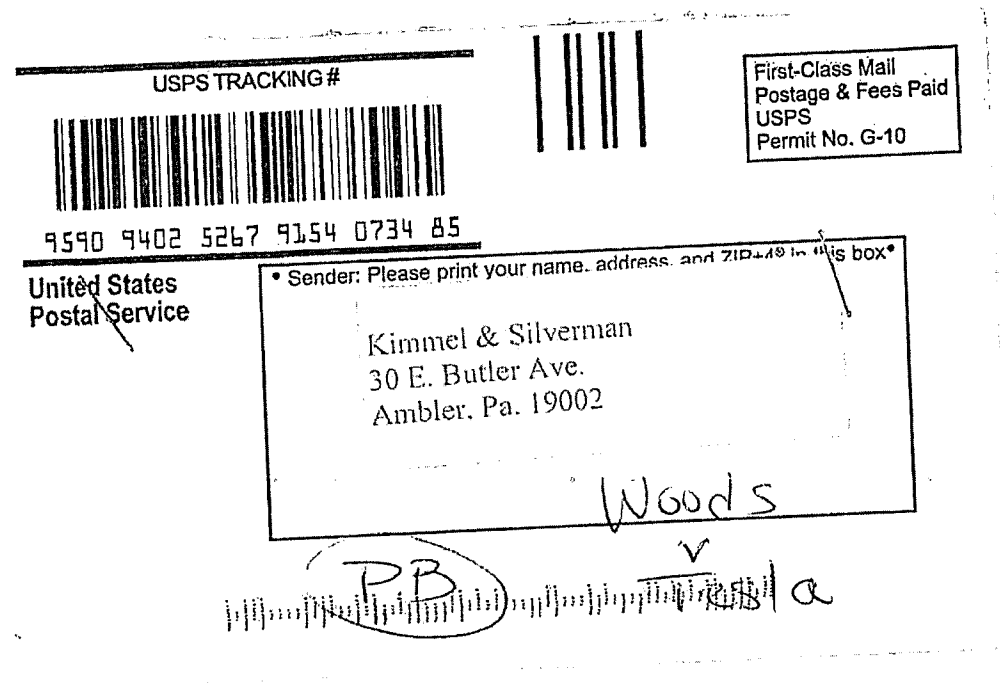
Thank you for your attention to this matter. I look forward to your timely response.

Very truly yours,

Jacqueline C. Herritt

2019 0700 0002 0554 1542

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
Certified Mail Fee \$	Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ <input type="checkbox"/> Return Receipt (electronic) \$ <input type="checkbox"/> Certified Mail Restricted Delivery \$ <input type="checkbox"/> Adult Signature Required \$ <input type="checkbox"/> Adult Signature Restricted Delivery \$
Postage \$	Postmark Here
Total Postage and Fees \$	
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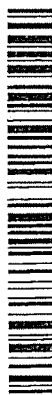


**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Tesla Motors, Inc.  
Legal Department  
3500 Deer Creek Rd.  
Palo Alto, CA 94304

9590 9402 5267 9154 0734 85



2 Article Number (Transfer from service label)

7019 0700 0002 0554 1582

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature Clay Walker ☐ Agent ☐ Addressee

B. Received by (Printed Name) \_\_\_\_\_ G. Date of Delivery \_\_\_\_\_

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail (over \$500)	
<input type="checkbox"/> Mail Restricted Delivery	

Domestic Return Receipt